



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

SPECIAL RECREATIONAL USE LICENSE Number: **SRUL-NWLO-2023**

The State of Montana, Department of Natural Resources & Conservation (Department), whose address is P. O. Box 201601, 1539 Eleventh Avenue, Helena, MT 59620-1601 and phone number is 406-444-2074, herein grants **HUNTING LLC** (Licensee) a Special Recreational Use License (SRUL), to obtain the following-described rights for a limited term in the following-described lands, subject to all the terms and conditions hereof, including all administrative rules and statutes applicable to the use.

Licensee

Hunting LLC 123 Swan Unit
Condon, Montana 59911
(406) 754-2301

Expiration Date: 06/15/2028

Period of Use: 04/15/2023-12/01/2027

Total Licensed Acres: 55,767.92

Authorized Activity: Outfitting: Hunting Only, Non-Exclusive

Use Details:

- Uses: Parking, Road Use, Trail Use, Overnight Camping Use

Department Field Office: DNRC Swan Unit 406-754-2301

Authorized Use Area: See Exhibit A. (last page)

Rent:

Annual Rent: **\$\$\$**

Rent Factors: **\$/acre**

Annual Rent Due: April 15th (for every year the license is active)

Payment of annual rent is required prior to license execution. Thereafter, annual rent is due on or before the first day of the Period of Use. A \$25 late fee will be assessed on all rent that is not received by the due date. Failure to pay rent as due, including any assessed late fees, will result in termination of this SRUL.

STIPULATIONS OF USE

This SRUL is subject to the following stipulations in addition to the General Terms provided herein:

1. Licensee must be accredited outfitters in the state of Montana.
2. To facilitate the proposed future issuance of a Land Use License, the Licensee shall track trails used and client counts.
3. The Licensee will take all reasonable precautions to prevent or minimize damage to natural (i.e., vegetation, soil, water, wildlife) and cultural resources. Should such damage occur as determined by the Licensor, the Licensee shall reclaim the area and/or make improvements to the specification of the Licensor.
4. Emergency rescue - The Licensee agrees that, in the event of rescues and evacuations involving the Licensee, employees, and trail riders while conducting activities authorized herein, the State of Montana will not be responsible for such rescue and evacuation and their associated costs.
5. The Licensor reserves the right to restrict or preclude any surface activity during periods of adverse weather and other conditions that may attribute damage to the access road, disruption of seasonal wildlife use, or any other conditions that, in the opinion of the Licensor, may have an adverse effect on State land.
6. Temporary road restrictions may apply to authorized roads due to either active road maintenance activities or log hauling. Restrictions may include limiting number of tours and group sizes Monday through Friday. Licensee shall be notified by DNRC staff in advance of any temporary road use restrictions.
7. Licensee shall inform all clients of rules associated with motorized travel on state roads such as but not limited to; speed limits, restrictions, closures, etc. It is the responsibility of the licensee to enforce these rules when guiding.
8. Guides shall carry bear spray on tours and shall educate clients about appropriate behavior around wildlife (e.g. no feeding wildlife, keep safe distance from wildlife, proper food storage, what to do during an encounter, pack-in pack-out, etc.).
9. The Licensee is responsible for respectfully coordinating guided tours with other Licensed Outfitters. Licensed Outfitters are not to interfere with other Licensed Outfitters.
10. The Licensee is responsible for respecting active DNRC forest management activities and may not interfere with those activities.
11. The Licensee accepts full responsibility, financial and otherwise, for fires resulting from activities that are authorized by licensee or caused by licensee's negligent or willful misconduct.

Insurance Required - Summary:

Proof of insurance is required prior to license execution. Licensee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Licensee or its officers, agents, representatives, assigns, or subcontractors. Details on this requirement are within General Term 14. Insurance Requirements.

General Terms:

Licensee acknowledges and agrees to the following terms and conditions:

1. This license is non-transferable and may only be used for the Authorized Activity upon the Authorized Use Area and is only valid during the Period of Use as described above. Licensee must have this SRUL in his/her/their possession when using state lands for the authorized activity and must present the SRUL to Department employees or law enforcement upon request. Only the Licensee or his/her/their authorized agent can book clients for the Authorized Use Area, and this SRUL may not be sublicensed or delegated to any other outfitter or guide.
2. **Responsibilities and Limitations:** Unless otherwise authorized, this SRUL is subject to the following responsibilities and limitations, in addition to all recreational use regulations provided in administrative rules and statutes:
 - Licensee accepts full responsibility for all fires that may result from this use and shall take all reasonable precautions to prevent and suppress fires.
 - Littering is prohibited. All garbage must be removed from the state land.
 - The use of fireworks is prohibited on state land.
 - All pets must be on leash, kenneled, or otherwise under the control of the recreationist when on state land.
 - Licensee will not cut or remove or allow to be cut or removed any timber from the premises without permission from Department.
 - Licensee will not disturb or remove or allow the disturbance or removal of any cultural, historical, or paleontological resources on these lands.

Department may assess a civil penalty of up to \$1,000 for each day of violation of this SRUL.

3. **Personal Property at Termination or Expiration:** Any personal property or fixture placed on or in the Authorized Use Area by the Licensee or their agents shall be removed immediately upon expiration or termination of the SRUL. Any personal property or fixture left on the Authorized Use Area after the expiration or termination of the SRUL shall become the property of the state of Montana. The Department shall have the authority to use all or part of any performance bond issued for this SRUL to fund reclamation and disposal of any property or fixture remaining on or in the Authorized Use Area. The Department shall have the authority to otherwise dispose of any property or fixture remaining on the Authorized Use Area at the termination of the SRUL. Licensee will not be entitled to any value received by the Department through disposal of any property or fixture remaining on the Authorized Use Area after expiration or termination. This subsection does not authorize placement of fixtures, improvements or personal property upon the Authorized Use Area that were not otherwise authorized.
4. **Noxious Weeds:** Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on state-owned land. Licensee's method of control must be approved by the Department's applicable regional office. Licensee shall comply with the Montana County Noxious Weed Management Act, § 7-22- 2101, et. seq. MCA. Only certified weed-seed-free hay may be used on state land.
5. **General Liabilities and Indemnity:** Licensee shall give reasonable notice to any employees, clients, participants, and/or other users of any risks that may be associated with use of the Authorized Use Area during or as a result of the permitted activity. Licensee shall be liable for any failure to provide such notice. Provided, however, that the Licensee is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Licensee, to the extent allowed by law. Licensee agrees to assume responsibility for all claims and lawsuits, and shall be fully and completely liable to, and indemnify, defend and hold harmless, the Department from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the Authorized Use Area hereunder. Licensee further assumes responsibility for any damages to the surface lessee's, licensee's, or permittee's property that may be caused by Licensee's use of the Authorized Use Area. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless the Department and the State of Montana, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Licensee's negligent acts, errors, or omissions in work or services performed under this SRUL, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.
6. **Access:** Access to state land is not implied, guaranteed, or authorized by issuance of this SRUL. Legal right of access on or over private, federal, or other lands to access the Authorized Use Area must be secured by and is the sole responsibility of Licensee. Nothing in this SRUL provides exclusive access to the Authorized Use Area.
7. **Right of Entry and Other Uses:** Department personnel, FWP Game Wardens and other law enforcement shall have a right of entry to the Authorized Use Area at any time and for any purpose allowed by law. Any other person with an active lease or license for the Authorized Use Area, shall have the right to enter the subject area at any time in accordance with the person's lease or license as applicable. This SRUL, whether exclusive or non-exclusive for the permitted activity, does not prohibit general recreational or other uses of state trust lands within the Authorized Use Area. For all SRUL's, including exclusive licenses, the Department reserves the right to issue other SRUL's for different uses in or on the Authorized Use Area.
8. **Road Use:** No off-road vehicle use is permitted unless specifically approved by Department in writing. Motorized vehicle travel upon state land is restricted to existing public roads and to roads which have been designated open or specifically authorized for use by the department under the terms of and subject to the conditions of this SRUL. Off-road use and use of non-designated or non-approved roads is strictly prohibited. Any designated approval applies only to that portion of the road located on state land and does not grant or imply use of any portion of the road which is not located on state land.

9. **Federal, State, or Local laws, Rules, and Regulations:** Licensee shall, in performance of activities authorized under this SRUL, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The State may audit or request from Licensee at any time a statement that it is fully compliant with all requirements of this Section. Failure to comply with applicable law, including but not limited to laws and regulations promulgated by Montana Fish, Wildlife and Parks may be cause for termination of this SRUL.
10. **Early Termination:** The Department may terminate or modify any terms of this SRUL at any time by providing ten (10) days' written notice. Licensee may voluntarily relinquish this SRUL at any time by providing written notice to the Department. If Licensee voluntarily relinquishes this SRUL, the Department is not obligated to refund any prepaid rent. If Department terminates or withdraws any portion of the Authorized Use Area prior to expiration, for any reason other than Termination for Cause, the Department will refund pro-rated prepaid rent for the unused period.
11. **Termination for Cause:** The Department may immediately terminate this SRUL prior to expiration for misrepresentation, fraud, or concealment of fact relating to the issuance of this SRUL or such facts if known would have prevented the issuance of this SRUL; use of the premises for purposes other than those herein authorized or any other misuse or abuse of the premises; for any violation of any term of this SRUL, including non-payment, or for any other reason which in the judgement of the department is necessary for the protection of the best interests of the State. Termination of this SRUL for reasons stated in this section will not entitle the Licensee to any refund of or exemption in the payment of rental fee stated.
12. **Condition of SRUL upon Expiration or Termination:** Licensee agrees to peaceably yield the Authorized Use Area subject only to its reclamation obligations.
13. **Reclamation:** Licensee will take all reasonable precautions to prevent or minimize damage to natural (e.g. vegetation, soil, water) resources within the Authorized Use Area. Upon termination of the SRUL by either party, or upon final expiration of the SRUL, Licensee shall reclaim any disturbed areas to the specifications of Department.
14. **Insurance Requirements:** Department may require Licensee to procure, maintain and keep in force a comprehensive or commercial general liability insurance covering claims arising out of the ownership, operation, maintenance, condition or use of the Authorized Use Area for personal and bodily injury and death, and damage to others' property. The policies and certificate of insurance shall name the State of Montana and the Department of Natural Resources and Conservation as co-insured/additional named insureds. No use pursuant to this SRUL is allowed until a copy of the Certificate of Liability Insurance has been submitted to the Department. Thereafter, during the Term, within 30 days of the renewal date of each policy or the issuance of a new policy, Licensee will deliver a copy of the latest proof of insurance to Department.

Signed this _____ day of _____, 20____

Signed this _____ day of _____, 20____

By: _____
Licensee, Hunting LLC

By: _____
Nick Aschenwald, Area Operations Manager
DNRC Swan Unit 406-754-2301

Trust Area	County	Trusts	Acres	Legal Description
23N 17W 3 - 34043	Lake	Common Schools	643.6	LOTS 1_2_3_4_S2NW4_S2NE4_S2
23N 17W 6 - 34052	Lake	Common Schools	639.4	LOTS 1-7 INC._SE4NW4_S2NE4_SE4_E2SW4
23N 17W 4 - 34047	Lake	Common Schools	643.72	LOTS 1_2_3_4_S2N2_S2
23N 17W 10 - 34062	Lake	Common Schools	640	ALL
23N 17W 8 - 34057	Lake	Common Schools	640	ALL
23N 17W 18 - 34071	Lake	Common Schools	639.12	LOTS 1_2_3_4_E2W2_E2
23N 17W 16 - 34067	Lake	Common Schools	640	ALL
23N 17W 22 - 34084	Lake	Common Schools	640	ALL
23N 17W 20 - 34079	Lake	Common Schools	640	ALL
23N 17W 19 - 34075	Lake	Common Schools	159.04	LOTS 1_2_3_4
23N 17W 26 - 34088	Lake	Common Schools	640	ALL
				LOTS 1_2_3_4_NW4SE4NW4_S2SE4NW4_E2NW4NE4_E2NE4_
23N 17W 30 - 34097	Lake	Common Schools	559.12	NE4SW4NE4_S2SW4NE4_SE4_E2SW4
23N 17W 28 - 34092	Lake	Common Schools	640	ALL
23N 17W 32 - 34101	Lake	Common Schools	640	NW4SE4_S2SE4_N2_NE4SE4_SW4
23N 17W 34 - 34106	Lake	Common Schools	620.18	LOTS 1_2_N2_SE4_N2SW4
23N 18W 2 - 34122	Lake	Common Schools	639.84	LOTS 1_2_3_4_S2N2_S2
23N 17W 36 - 34110	Lake	Common Schools	640	ALL
23N 18W 14 - 34135	Lake	Common Schools	640	ALL
23N 18W 12 - 34130	Lake	Common Schools	640	ALL
23N 18W 10 - 34126	Lake	Common Schools	640	ALL
23N 18W 16 - 34139	Lake	Common Schools	626.58	LOTS 1_2_E2NW4_NE4_S2
23N 18W 23 - 34148	Lake	Common Schools	640	ALL
23N 18W 22 - 34144	Lake	Common Schools	640	ALL
23N 18W 28 - 34162	Lake	Common Schools	640	ALL
23N 18W 26 - 34157	Lake	Common Schools	640	ALL
23N 18W 24 - 34152	Lake	Common Schools	640	ALL
23N 18W 32 - 34171	Lake	Common Schools	640	ALL
23N 18W 30 - 34167	Lake	Common Schools	320	E2
23N 18W 36 - 34176	Lake	Common Schools	640	ALL
24N 17W 2 - 35467	Lake	Common Schools	742.84	LOTS 1-12 INC._S2
24N 17W 1 - 35463	Lake	Common Schools	741.72	LOTS 1-12 INC._S2
24N 17W 9 - 35479	Lake	Common Schools	640	ALL
24N 17W 4 - 35475	Lake	Common Schools	480	LOTS 9_10_11_12_S2
24N 17W 3 - 35471	Lake	Common Schools	360	LOTS 10_11_12_S2SE4_SW4
24N 17W 12 - 35491	Lake	Common Schools	640	ALL
24N 17W 11 - 35487	Lake	Common Schools	640	ALL
24N 17W 10 - 35483	Lake	Common Schools	640	ALL
24N 17W 14 - 35499	Lake	Common Schools	640	ALL
24N 17W 13 - 35495	Lake	Common Schools	640	ALL
24N 17W 16 - 35507	Lake	Common Schools	587.13	LOTS 1_2_3_N2NW4_SE4NW4_E2_E2SW4
24N 17W 15 - 35503	Lake	Common Schools	640	ALL
				LOTS 1_2_3_NW4_N2NE4_SW4NE4_W2SE4_N2NW4SW4_S2SW4SW4_E2SW4
24N 17W 17 - 35511	Lake	Common Schools	552.1	
24N 17W 20 - 35523	Lake	Common Schools	640	ALL
24N 17W 19 - 35519	Lake	Common Schools	635.2	LOTS 1_2_3_4_E2W2_E2
24N 17W 18 - 35515	Lake	Common Schools	577.29	LOTS 1_4_5_6_E2NW4_E2_SE4SW4
24N 17W 22 - 35531	Lake	Common Schools	640	ALL
24N 17W 21 - 35527	Lake	Common Schools	640	ALL
24N 17W 25 - 35539	Lake	Common Schools	640	ALL
24N 17W 24 - 35535	Lake	Common Schools	640	ALL
24N 17W 27 - 35547	Lake	Common Schools	640	ALL
24N 17W 26 - 35543	Lake	Common Schools	640	ALL
24N 17W 30 - 35559	Lake	Common Schools	637.6	LOTS 1_2_3_4_E2W2_E2
24N 17W 29 - 35555	Lake	Common Schools	640	ALL
24N 17W 28 - 35551	Lake	Common Schools	640	ALL
24N 17W 32 - 35564	Lake	Common Schools	640	ALL
24N 17W 35 - 35576	Lake	Common Schools	640	ALL
24N 17W 34 - 35572	Lake	Common Schools	640	ALL
24N 17W 33 - 35568	Lake	Common Schools	640	ALL
24N 18W 22 - 35588	Lake	Common Schools	640	ALL
24N 17W 36 - 35580	Lake	Common Schools	640	ALL
24N 18W 23 - 35596	Lake	Deaf & Blind School	40	NE4SW4
24N 18W 23 - 35592	Lake	Common Schools	600	N2_SE4_SE4SW4_W2SW4
24N 18W 24 - 35600	Lake	Common Schools	487.24	LOTS 1_2_3_4_W2
24N 18W 26 - 35608	Lake	Common Schools	640	ALL
24N 18W 25 - 35604	Lake	Common Schools	487.56	ALL
24N 18W 34 - 35616	Lake	Common Schools	640	ALL
24N 18W 28 - 35612	Lake	Common Schools	320	E2
23N 18W 15 - N000002092	Lake	Common Schools	640	ALL

23N 18W 9 - N000002091	Lake	Common Schools	320	E2
24N 18W 36 - 35620	Lake	Common Schools	488.56	LOTS 1_2_3_4_ W2
23N 18W 27 - N000002093	Lake	Common Schools	640	ALL
23N 18W 17 - N000002094	Lake	Common Schools	320	S2
24N 18W 27 - N000002780	Lake	Common Schools	640	ALL
24N 18W 35 - N000002781	Lake	Common Schools	640	ALL
23N 18W 3 - N000002773	Lake	Common Schools	641	Govt Lots 1_2_3_4_ S2N2_S2
23N 18W 21 - N000002775	Lake	Common Schools	640	ALL
23N 18W 29 - N000002777	Lake	Common Schools	640	ALL
23N 18W 35 - N000002779	Lake	Common Schools	640	ALL
23N 18W 33 - N000002778	Lake	Common Schools	640	ALL
23N 18W 25 - N000002776	Lake	Common Schools	640	ALL
23N 18W 11 - N000002774	Lake	Common Schools	640	Govt Lots 1_2_3_4_ S2N2_S2
23N 18W 1 - N000002772	Lake	Common Schools	639.4	Govt Lots 1_2_3_4_ S2N2_S2
23N 17W 5 - N000002760	Lake	Common Schools	642.1	Government Lots 1_2_3_4_ S2N2, S2 Govt Lots 1_2_3_4_ E2W2_E2; EXCEPTING
23N 17W 7 - N000002761	Lake	Common Schools	616.7	lands conveyed to MDT
23N 17W 9 - N000002762	Lake	Common Schools	640	ALL
23N 17W 11 - N000002763	Lake	Common Schools	640	ALL
23N 17W 15 - N000002766	Lake	Common Schools	640	ALL
23N 17W 14 - N000002765	Lake	Common Schools	640	ALL
23N 17W 13 - N000002764	Lake	Common Schools	640	ALL
23N 17W 23 - N000002767	Lake	Common Schools	640	ALL
23N 17W 24 - N000002768	Lake	Common Schools	320	W2
23N 17W 27 - N000002770	Lake	Common Schools	640	ALL
23N 17W 25 - N000002769	Lake	Common Schools	640	ALL
23N 17W 35 - N000002771	Lake	Common Schools	640	ALL

TOTAL ACRES:

56,407.04

